

38.0. SECTION 252(i) OBLIGATIONS

38.1 Section 252(i) Obligations. To the extent required by Law, if either Party enters into an agreement (the 'Other Agreement') approved by the PSC or FCC pursuant to Section 252 of the Act which makes available in the State of New York any interconnection, service, or network element to another requesting Telecommunications Carrier, including itself or its affiliates, **such** Party shall make available to the other Party such interconnection, service, or network element upon the same ~~terms~~ and conditions as those provided in the Other Agreement. Nothing herein shall expand or ~~otherwise~~ change the Parties respective rights and obligations under Section 252(i) of the Act

39.0 UNIDENTIFIED CHARGES

39.1 Subject to Subsection 39.2 below and the continuing jurisdiction of the PSC, NYNEX may not impose any charge on ANTC for Unbundled Network Elements, Wholesale Services and other facilities and services as provided in this Agreement that are not identified in the Pricing Attachment or elsewhere herein, unless agreed to by the Parties. The Pricing Attachment shall be modified ~~as~~ required by the PSC and may be modified from time to time upon mutual agreement

39.2 Nothing in this Agreement shall affect or limit (i) ~~NYT's~~ right with respect to a new element or service not offered to ANTC ~~on the~~ Effective Date of this Agreement, or (ii) ~~NYT's~~ right to modify, restructure or change an existing element or service and to charge ANTC such rates as approved by the PSC for such modified, restructured or altered element or service. If the PSC approves different rates than those set forth in the Pricing Attachment, unless otherwise agreed to by the Parties herein, the rates established by the ~~PSC~~ shall become the rates established herein. ~~The~~ Parties agree that those rates shall be applied prospectively only, unless otherwise ordered by the PSC.

40.0 AUDIT RIGHTS

40.1 Upon reasonable notice and subject to the Parties' confidentiality obligations to its other customers and reasonable security precautions, either Party may audit the other Party's books, records (electronic or otherwise) and other documents that do or should contain information regarding any obligation arising under this Agreement. Either ~~Party~~ may conduct such an audit once annually. The Party requesting an audit may employ such assistance as it deems desirable to ~~conduct such~~ audits (such as an outside auditor), except for the on-site presence of attorneys at an audit, ~~so long as the party~~ providing assistance agrees to be bound by a confidentiality agreement and to the terms of Section 36 of this Agreement. Either Party may also conduct an audit for the purpose of evaluating the accuracy of invoices presented for reciprocal

compensation, or the true up of INP traffic, pursuant to the same terms and conditions set forth in this Section.

40.2 The audited Party shall cooperate fully in any **such** audit, providing reasonable **access** at a mutually agreed upon location to any books, records, and documents and all personnel having information pertinent to the audit. No original books and records of the audited Party may leave the premises.'

40.3 Any dispute **concerning** audit results and **recommendations** shall be referred to the appropriate official in ~~the~~ Parties' financial ~~organizations~~ for resolution. If they are unable, within twenty **(20)**Days ~~of~~ a referral, to resolve **the** subject dispute, all unresolved ~~matters~~ shall be resolved pursuant to the procedures set forth in Attachment ADR

41.0 MISCELLANEOUS

41.1 Authorization.

41.1.1 **NYT** is a corporation duly organized, validly existing and in good standing under the laws ~~of~~ the State of **New York** and has full power and authority to ~~execute~~ and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

41.1.2 **ANTC** is a corporation duly organized, validly ~~existing and~~ in good standing under the ~~laws of~~ the State of **Delaware** and has full power and authority to execute and deliver ~~this~~ Agreement and to perform ~~its~~ obligations hereunder, subject to necessary regulatory approval. **ANTC** represents that it intends to be a provider ~~of~~ telephone exchange service to subscribers offered over ~~its own~~ telephone exchange service facilities, over a combination of its ~~own~~ facilities and network elements purchased **from NYNEX** or another carrier, or in combination with the resale ~~of the~~ telecommunications ~~services of~~ other carriers.

41.2 Compliance. Each Party represents that it shall comply with ~~all~~ applicable federal, state, and local laws, **rules**, and regulations applicable to its performance under this Agreement

41.3 Compliance with **the** Communications Assistance for Law Enforcement Act of 1994 (**'CALEA'**). Each Party represents that any equipment, facilities or services provided to the other Party under this Agreement shall comply with CALEA. Each Party shall indemnify and **hold the** other Party harmless from any and ~~all~~ penalties imposed upon **the other Party for such** noncompliance and shall at the ~~non-compliant~~ Party's **sole cost** and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA

41.4 Independent Contractor. Neither this Agreement, nor any actions taken by NYNEX or ANTC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between ANTC and NYNEX, or any relationship other than that of purchaser and seller of services.

Neither this Agreement, nor any actions taken by NYNEX or ANTC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between NYNEX and ANTC's Customers or others.

41.5 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the PSC, the exclusive jurisdiction for all such claims shall be with the PSC, and the exclusive remedy for such claims shall be as provided for by such PSC. In all other respects, this Agreement shall be governed by the domestic laws of the State of New York without reference to conflict of law provisions.

41.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be eligible for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until the certificate is provided.

41.7 Non-Assignment. This Agreement shall be binding upon both Parties and any affiliate agreed to in writing and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party its telephone exchange and exchange access network facilities within the State of New York, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the

prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. **Any** attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

41.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

41.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy (notices delivered by telecopy will be followed by notice by first class mail) to the following addresses of the Parties:

To ANTC:

Maureen Swift
Director of Regulatory Affairs
ACC National Telecom Corp.
400 West Ave.
Rochester, NY 14611
Attn: Director of Regulatory Affairs
Facsimile: **(716) 987-3045**

To NYNEX:

Jacob J. Goldberg
V.P. - Telecom Industry Services
Bell Atlantic - New York
1095 Avenue of Americas
40th Floor
New York, NY 10036
Attn: V.P. - Telecom Industry Services
Facsimile: **(212) 597-2585**

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery,

- (iii) three (3) Days after mailing in the case of first class or certified U.S. mail or
- (iv) on the date set forth on the confirmation in the case of telecopy.

41.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent

41.11 Joint Work Product This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

41.12 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

41.13 No License. No License under patents, copyrights or any other intellectual property right is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement, except a limited right to use subject to the following ANTC agrees that the rights granted by NYNEX hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between NYNEX and NYNEX's software vendors. From and after the Effective Date of this Agreement, NYNEX shall not enter into any software license agreements that would materially impair NYNEX's ability to perform its obligations hereunder, provided, however, that ANTC acknowledges that the functions and features made available to ANTC hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to ANTC. With respect to any agreements entered into after the Effective Date, NYNEX shall exercise reasonable efforts to avoid the imposition of any unreasonable restrictions in such agreements that may materially impair ANTC's use of the software. Where NYNEX provides ANTC with software features which NYNEX has a right to use but has not deployed for its own retail customers, ANTC shall pay to NYNEX its proportionate share,

or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

41.18 Subject to PSC approval of NYT's tariff filing dated October 29, 1997, ANTC may use 2-wire other than signal grade loops connected to other than signal grade interoffice mileage to extend a loop from NYT's normal serving wire center to the POT Bay at ANTC's collocation multiplexing node to another NYT central office in the same LATA pursuant to the terms and conditions set forth in the NYPSC No. 900 tariff, section 1.2.b.29, as may be amended from time to time. The Parties agree that in the event NM is ordered by the Commission or the FCC to otherwise provision this service as an unbundled Network Element or combination thereof, N M shall provide such service to ANTC on the terms and conditions required by such order.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ACCNATIONAL TELECOM CORP.
By: [Signature]
Printed: Mae Squier-Dow
President - ACC National Telecom
Corp.
Date: 11/11/97

NYT (d/b/a Bell Atlantic-New York)
By: [Signature]
Printed: Jacob J. Goldberg
Vice President - Telecom Industry
Services
Date: 11/17/97

along with other similarly situated telecommunications carriers (including NYNEX to the extent NYNEX seeks to deploy such feature for its own retail end-users), all of NYNEX's costs and expenses incurred by NYNEX in providing such features. To the extent ANTC is the sole telecommunications carrier seeking to access that particular software feature, ANTC shall be responsible for one hundred percent (100%) of the costs, subject to ANTC's ability to recover a proportionate part of its costs from another telecommunications carrier (including NYNW) which seeks to access that particular feature. The calculation of such costs and expenses shall be on an ICB basis. NYNEX shall provide reasonable assistance to ANTC to permit ANTC to recover a proportionate share of the fees and costs paid to NYNEX to deploy the particular software feature from a subsequent requesting telecommunications carrier or NYNEX to the extent NYNEX seeks to make such feature available to its retail customers.

41.14 Technology Upgrades. Nothing in this Agreement shall limit NYNEX's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. NYNEX shall provide ANTC written notice at least ninety (90) Days (or earlier if possible) prior to the incorporation of any such upgrades in NYNEX's network which NYNEX reasonably believes would materially impact ANTC's service or operations. If NYNEX is aware and can reasonably give ANTC notice at an earlier date, or if it gives notice to any other party at an earlier date, NYNEX shall provide ANTC notice at that time. ANTC shall be solely responsible for the cost and effort of accommodating such changes in its own network.

41.15 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 6.7, 6.8, 24, 26.9, 27.2, 28, 29, 31, 32, 33, 36, 37, 40, 41.3, 41.10 and 41.13.

41.16 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

41.17 Entire Agreement. The terms contained in this Agreement and any Attachments, Exhibits, and other documents or instruments referred to herein, which are incorporated into this Agreement by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices

ATTACHMENT 1.0

CERTAIN TERMS AS DEFINED IN THE ACT

"Affiliate" means a person or entity that (directly or indirectly) **owns** or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

"Dialing Parity" means that a person or entity that is not an Affiliate of a LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange **Access**" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA Service" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Telecommunications" means the transmission, between-or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

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ATTACHMENT 4.0 Network Interconnection Attachment

LATA	ANTC A-IP	NYNEX N-IP	Activation Date
132 (Metro NY)			10/1/97**
134 (Albany)			*
136 (Syracuse)			*
138 (Binghamton)			*
140 (Buffalo)			*

* The Parties networks in these LATAs were interconnected prior to the effective date of *this* Agreement.

"This is the earliest date on which 'live' customers *traffic* between ANTC and NYNEX will occur.

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ATTACHMENT SQ

Service Quality - ANTC/NYX

OPERATIONAL PERFORMANCE STANDARDS

I. NETWORK INTERCONNECTION ("NET-1") TRUNKS:

Standard Interval
(Business Days/BDAs)

A Provisioning Intervals:

1. Access Service Request ("ASR")¹ - Positive acknowledge of receipt of a valid ASR

(a) ASRs Electronically Transmitted:

(1) ASR received before 3:00pm (Eastern Time)

24 Hours

(2) ASR received after 3:00pm (Eastern Time)

Next BDA plus 24 hours

(b) ASRs Non-Electronically Transmitted:

(1) ASR received before 3:00pm (Eastern Time)

48 Hours

(2) ASR received after 3:00pm (Eastern Time)

Next BDA plus 48 hours

2. Firm Order Confirmation ("FOC")
with a committed Due Date included for 1-9 Trunks

Within five (5) BDAs of Receipt of
a valid ASR

3. Interconnection Trunks (DSL System):

(a) Establishment of New Trunk Groups:

(1) If Facilities are available:

60 BDAs

(2) If Facilities are Not available

Negotiated**

(b) Additions to Existing Trunk Groups

(1) If Facilities are available:

30 BDAs

(2) If Facilities are Not available

Negotiated**

Note: "Facilities Available/Availability" means infrastructure will be built based on a forecast received from ANTC within a reasonable time period.

II. INTERIM NUMBER PORTABILITY ("INP"):

Standard Interval
(Business Days/BDAs)

A Provisioning Intervals:

1. Remote Call Forwarding ("RCFs") or INP-T if Facilities (trunking) are already in place and Facilities and/or Ports on NYNEX and ANTC switches are available: •

prior to 1/1/98:

(a) 1-9 Lines

2 BDAs

(b) 10-19 Lines

5 BDAs

(c) Over 19 Lines

Negotiated**

(d) Over 19 Lines, and if facilities are available.

ASRs are in a format substantially similar to LSRs and are treated similarly. NYNEX shall provide, at ANTC's request, a copy of the format and all information needed from ANTC in order for ANTC to submit a valid ASR.

- contiguous numbers
- (e) 20-100 Lines, and if facilities are available,
non-contiguous numbers
- (f) Another

10BDAs
10BDAs
Negotiated**

Effective 1/1/198:

- (a) 1-19 Lines
- (b) Over 19 Lines
- (c) **OM** 19 Lines, and if facilities are available,
contiguous numbers
- (d) 20-100 Lines, and if facilities are available,
non-contiguous numbers
- (e) All other

3BDAs
Negotiated * *
10BDAs
10BDAs
Negotiated**

(* Stand alone RCF orders only, without unbundled links)

2. Route Index ("INP-T") Trunks (DS1 Systems):

- (a) Establishment of Initial INP-T Arrangement:
 - (i) If Facilities *Wor* Pons on NYNEX AND ANTC
Switches are available (*lead time for Trunk Installation
with RCF Intervals subsequent to completion)
 - (ii) If Facilities *Wor* Ports on NYNEX AND ANTC
Switches are Not available

21 BDAs robe ready
for testing
Negotiated**

(b) Augments to Existing INP-T Arrangements:

- (i) If Facilities &/or Pons on "EX AND ANTC
Switches *ar* available (*lead time for Trunk Installation
with RCF Intervals subsequent to completion)
- (ii) If Facilities *Wor* Ports on "EX AND ANTC
Switches *ar* Not available

16 BDAs lobe ready
for testing
Negotiated**

Note: 'Facilities Available/Availability' means infrastructure was built based
on a forecast received from ANTC within a
reasonable time period

III. EXPANDED INTERCONNECTION/COLLOCATION:

A Provisioning Intervals:

Standard Interval
(Business Days/BDAs)

1. Physical Collocation Space

- (a) Where space is available
- (b) Where space is Not available
 - (i) Confirmation of space unavailability
 - (ii) From Confirmation

76 BDAs *
10 BDAs *
Negotiated**

2. Virtual Collocation Space

- (a) Where space is available
- (b) Where space is Not available

Negotiated**

- (i) Confirmation of space unavailability
- (ii) From Confirmation

10 BDAs *
Negotiated **

(*From receipt of a complete and accurate order/application, required deposits (per applicable tariffs) and required insurance certification)

IV. UNBUNDLED LINKS:

A. Provisioning Intervals:

1. Service Request ("SR") - Positive acknowledge, of receipt of a valid SR and Firm Order Confirmation ("FOC")

(a) SRs Electronically Transmitted:

(1) SR received before 3:00pm (Eastern Time)

14 Hours

(2) SR received after 3:00pm (Eastern Time)

Next BDA plus 24 hours

(b) SRs Non-Electronically Transmitted:

(1) SR received before 3:00pm (Eastern Time)

48 Hours

(2) SR received after 3:00pm (Eastern Time)

Next BDA plus 48 hours

2. Basic Unbundled Links ("SVGALs") - Two-Wire Analog:

(a) New Link Installation

(i) 1 - 9 Links

5 BDAs or SMARTS Clock *

(ii) 10 or more Links

(a) Facilities Confirmation

5 BDAs

(b) If Facilities are available

(1) 10 - 19 Links

10 BDAs from FOC

(2) 20 or more Links

Negotiated **

(c) If Facilities are Not available

Negotiated **

(b) Two-Wire Analog Link Associated with INP ("Hot Cut"):

(i) 1 - 9 Links

5 BDAs

(ii) 10 or more Links

Negotiated **

Note: "Facilities Available/Availability" means infrastructure was built based on a forecast received from ANTC within a reasonable time period.

4. Premium Links - Two-Wire Digital:

(a) 1 - 9 Links

5 BDAs or
SMARTS clock

(b) 10 or more Links

Negotiated **

5. Digital High Capacity Links:

(a) 1.544 Mbps (DS1) Links

7 BDAs

(b) 45 Mbps (DS3) Links

Negotiated **

6. Extended Links:

- (a) 1 - 9 Links
- (b) 10 or more Links

16 BDAs
Negotiated**

7. SS7 A or BID Links:

- (a) 1 - 9 Links
- (b) 10 or more Links

Negotiated**
Negotiated**

(* SMARTS Clock is a system that analyzes work required on an order and compares it to available work forces. Local supervisors input the work force availability on a daily basis in advance. The SMARTS Clock fills up a day's schedule on a first in first out basis until 90% of available force is scheduled. The available work force works both maintenance and installation. Reseller and network element order are in the same queue as the Telephone Company's end users. Intervals can be as short as one day and in most cases, less than five days.)

V. DIRECTORY ASSISTANCE ("DA"):

- A. Bawd on receipt of a valid electronic order from ANTC,
ANTC's customer's information incorporated into database •

Within 2 BDAs of service
order confirmation

- B. Based on receipt of a valid manual order from ANTC,
ANTC's customer's information incorporated into database •

Within 3 BDAs of service
order confirmation

C. Provisioning Intervals;

DA Trunks to TOPS Tandem:

- (a) If Facilities are available
- (b) If Facilities are not available

60 BDAs
Negotiated**

VI. LINE IDENTIFICATION DATABASE ("LIDB"):

- A. Bawd on receipt of a valid electronic order from ANTC,
ANTC's customer's information incorporated into database •

Within 2 BDAs of service
order confirmation

- B. Bawd on receipt of a valid manual order from ANTC,
ANTC's customer's information incorporated into database •

Within 3 BDAs of service
order confirmation

Note: "Facilities Available/Availability" means infrastructure was built bawd on a forecast received from ANTC within a reasonable time period

VII. OPERATOR SERVICES:

- A. Provisioning of FG' C-type Modified Operator Services
Signaling Trunks:

- 1. If Facilities are available:
- 2. If Facilities are not available:

60 BDAs
Negotiated**

VIII. 911/E911 SERVICE:

- A. ANTC's customer's information incorporated into
the PS/ALI database •

Within 2 BDA of service order
confirmation

(* Based on accurate information provided by ANTC)

B. Provisioning of 911/E911 MF Trunks:

1. If Facilities are available:

60 BDAs

2. Port Establishment

included in above 60 BDAs

**** Negotiated Interval** Where a negotiated interval applies, NYNEX will generate a service date interval with ANTC on a first-come, first-served basis, based on the type and quality of service ANTC has requested. In so doing, NYNEX will offer the earliest date it reasonably can accommodate. Within normal business hours, without delaying service dates for orders of other customers or carriers. ANTC may request expedited service for a reasonable, predetermined amount.

Wholesale Performance Reports - Comparability

State Jurisdiction: New York (by Market Area) Month Ending:

NYNEX RETAIL			
Metric	Advanced Service Performance		
	POTS	Specials	Feature Group D Trunks
Provisioning			
Number of Installation Orders			
Number of Installation Lines/circuits/trunks			
Average Interval - Offered (Total)			
Average Interval - Offered (Total - No Dispatch)			
Average Interval - Offered (1 - 5 lines - Dispatch)			
Average Interval - Offered (6 - 9 lines - Dispatch)			
Average Interval - Offered (> 9 lines - Dispatch)			
Average Interval - Completed (Total)			
Average Interval - Completed (Total - No Dispatch)			
Average Interval - Completed (1 - 5 lines - Dispatch)			
Average Interval - Completed (6 - 9 lines - Dispatch)			
Average Interval - Completed (> 9 lines - Dispatch)			
Average Interval - Offered (DS0)			
Average Interval - Offered (DS1)			
Average Interval - Offered (DS3)			
Average Interval - Offered (Other)			
Average Interval - Completed (DS0)			
Average Interval - Completed (DS1)			
Average Interval - Completed (DS3)			
Average Interval - Completed (Other)			
% completed in 1 business day - Dispatch			
% completed in 1 business day - No Dispatch			
% Completed w/in 2 business days - Dispatch			
% Completed w/in 2 business days - No Dispatch			
% Completed w/in 3 business days - Dispatch			
% Completed w/in 3 business days - No Dispatch			
% Completed w/in 4 business days - Total			
% Completed w/in 5 business days - Total			
% Completed w/in 6 business days - Total			
% Missed Appointment - NYNEX - Total			
% Missed Appointment - NYNEX - Dispatch			
% Missed Appointment - NYNEX - No Dispatch			
% Missed Appointment - Facilities			
Average Delay Days - Facilities Miss			
% Installation Troubles w/in 7 Days			
% Installation Troubles w/in 30 days			
% Missed Appointment - Customer			

Wholesale Performance Reports - Comparability

State Jurisdiction: New York (by Market Area) Month Ending:

Metric	Actual Service Performance		
	POTS	Specials	Trunks
NYNEX RETAIL			
Maintenance			
Total Number of Troubles Reported			
Total Number (lines/circuits/trunks) in Service			
Network Trouble Report Rate			
Network Trouble Report Rate - Loop			
Network Trouble Report Rate - CO			
% Missed Repair Appointments			
Mean Time to Repair - Total			
Mean Time to Repair - DS0			
Mean Time to Repair - DS1			
Mean Time to Repair - DS3			
Mean Time to Repair - Other			
Mean Time to Repair - Loop Trouble			
Mean Time to Repair - CO Trouble			
% Out of Service > 2 Hours			
% Out of Service > 4 Hours			
% Out of Service > 12 Hours			
% Out of Service > 24 Hours			
% Cleared within 24 Hours			
% Repeat Reports w/in 30 days			
% Final Trunk Blockage			
% Subsequent Trouble Reports			
% CPE Troubles			
% No Trouble Found			
% No Access			

Wholesale Performance Reports - Comparability

Entity: INDIVIDUAL TC State Jurisdiction: _____ Month Ending: _____

Telecommunication Carrier	Actual Performance				
	Resale		UNE		Inter-connection Trunks
	POTS	Specials	POTS	Specials	
Metric					
Provisioning					
Number of Installation Orders					
Number of Installation Lines/Circuits/Trunks					
Average Interval Offered (Total)					
Average Interval Offered (Total - No Dispatch)					
Average Interval Offered (1 - 5 lines - Dispatch)					
Average Interval Offered (6 - 9 lines - Dispatch)					
Average Interval Offered (> 9 lines - Dispatch)					
Average Interval Completed (Total)					
Average Interval Completed (Total - No Dispatch)					
Average Interval Completed (1 - 5 lines - Dispatch)					
Average Interval Completed (6 - 9 lines - Dispatch)					
Average Interval Completed (> 9 lines - Dispatch)					
Average Interval Offered (DS0)					
Average Interval Offered (DS1)					
Average Interval Offered (DS3)					
Average Interval Offered (Other)					
Average Interval Completed (DS0)					
Average Interval Completed (DS1)					
Average Interval Completed (DS3)					
Average Interval Completed (Other)					
% Completed in 1 business day - Dispatch					
% Completed in 1 business day - No Dispatch					
% Completed w/in 2 business days - Dispatch					
% Completed w/in 2 business days - No Dispatch					
% Completed w/in 3 business days - Dispatch					
% Completed w/in 3 business days - No Dispatch					
% Completed w/in 4 business days - Total					
% Completed w/in 5 business days - Total					
% Completed w/in 6 business days - Total					
% Missed Appointment - NYNEX - Total					
% Missed Appointment - NYNEX - Dispatch					
% Missed Appointment - NYNEX - No Dispatch					
% Missed Appointment - Facilities					
Average Delay Days - Facilities Miss					
% Installation Troubles w/in 7 Days					
% Installation Troubles w/in 30 days					
% Missed Appointment - Customer					

Wholesale Performance Reports - Comparability

Entity: INDIVIDUAL TC State Jurisdiction: _____ Month Ending: _____

Telecommunication Carrier	Actual Performance				
	Resale		UNE		Inter-connection Trunks
	POTS	Specials	POTS	Specials	
Metric					
Maintenance					
Total Number of Troubles Reported					
Total Number (lines/circuits/trunks) in Service					
Network Trouble Report Rate					
Network Trouble Report Rate - Loop					
Network Trouble Report Rate - CO					
% Missed Repair Appointments					
Mean Time to Repair - Total					
Mean Time to Repair - DS0					
Mean Time to Repair - DS1					
Mean Time to Repair - DS3					
Mean Time to Repair - Other					
Mean Time to Repair - Loop Trouble					
Mean Time to Repair - CO Trouble					
% Out of Service > 2 Hours					
% Out of Service > 4 Hours					
% Out of Service > 12 Hours					
% Out of Service > 24 Hours					
% Cleared within 24 Hours					
% Repeat Reports w/in 30 days					
% Final Trunk Blockage					
% Subsequent Trouble Reports					
% B. E Troubles					
% No Trouble Found					
% No Access					

Wholesale Performance Reports - comparability

Metric	Resale		UNE		Inter-connection Trunks
	POTS	Specials	POTS	Specials	
Provisioning					
Number of Installation Orders					
Number of Installation Lines/Circuits/Trunks					
Average Interval Offered (Total)					
Average Interval Offered (Total - No Dispatch)					
Average Interval Offered (1 - 5 lines - Dispatch)					
Average Interval Offered (6 - 9 lines - Dispatch)					
Average Interval Offered (> 9 lines - Dispatch)					
Average Interval Completed (Total)					
Average Interval Completed (Total - No Dispatch)					
Average Interval Completed (1 - 5 lines - Dispatch)					
Average Interval Completed (6 - 9 lines - Dispatch)					
Average Interval Completed (> 9 lines - Dispatch)					
Average Interval Offered (DS0)					
Average Interval Offered (DS1)					
Average Interval Offered (DS3)					
Average Interval Offered (Other)					
Average Interval - Completed (DS0)					
Average Interval - Completed (DS1)					
Average Interval - Completed (DS3)					
Average Interval - Completed (Other)					
% completed in 1 business day - Dispatch					
% completed in 1 business day - No Dispatch					
% Completed w/in 2 business days - Dispatch					
% Completed w/in 2 business days - No Dispatch					
% Completed w/in 3 business days - Dispatch					
% Completed w/in 3 business days - No Dispatch					
% Completed w/in 4 business days - Total					
% Completed w/in 5 business days - Total					
% Completed w/in 6 business days - Total					
% Missed Appointment - NYNEX - Total					
% Missed Appointment - NYNEX - Dispatch					
% Missed Appointment - NYNEX - No Dispatch					
% Missed Appointment - Facilities					
Average Delay Days - Facilities Miss					
% Installation Troubles w/in 7 Days					
% Installation Troubles w/in 30 days					
% Missed Appointment - Customer					

Wholesale Performance Reports - Comparability

Entity: Aggregate TCs State Jurisdiction: _____ Month Ending: _____

Telecommunication Carriers	Actual Performance				
	Resale		UNE		Inter-connection Trunks
	POTS	Specials	POTS	Specials	
Maintenance					
Total Number of Troubles Reported					
Total Number (lines/circuits/trunks) in Service					
Network Trouble Report Rate					
Network Trouble Report Rate - Loop					
Network Trouble Report Rate - CO					
% Missed Repair Appointments					
Mean Time to Repair - Total					
Mean Time to Repair - DS0					
Mean Time to Repair - DS1					
Mean Time to Repair - DS3					
Mean Time to Repair - Other					
Mean Time to Repair - Loop Trouble					
Mean Time to Repair - CO Trouble					
% Out of Service > 2 Hours					
% Out of Service > 4 Hours					
% Out of Service > 12 Hours					
% Out of Service > 24 Hours					
% Cleared within 24 Hours					
% Repeat Reports w/in 30 days					
% Final Trunk Blockage					
% Subsequent Trouble Reports					
% CPE Troubles					
% No Trouble Found					
% No Access					

Definitions:

Metrics:	Definition:
• Number of Installation Orders	Total orders received and completed. Note: There may be mul orders per TC Purchase Order Number
• Average Interval - Completed	
• % completed in 1, 2, or 3 business days - Dispatch	
• % completed in 1, 2, or 3 business days - No Dispatch	
• % Completed w/in 4, 5 or 6 business days - Total	
• % Completed w/in 5 business days - Business	
• % Completed w/in 5 business days - Residence	
• % Missed Appointment - NYNEX - Total	
• % Missed Appointment - NYNEX - Dispatch	
• % Missed Appointment - NYNEX - No Dispatch	
• % Missed Appointment - Facilities	
• Average Delay Days - Facilities Miss	
• % Installation Troubles w/in 7 or 30 Days	
• % Missed Appointment - Customer	
• Total Number of Troubles Reported	Total Troubles Reported by Customer, includes CPE, and Subsequents. Excludes (NYNEX) Employee Administrative Reports.
• Network Trouble Report Rate	
• Network Trouble Report Rate - Loop	
• Network Trouble Report Rate - CO	
• % Missed Repair Appointments	
• Mean Time to Repair - Total	
• Mean Time to Repair - Loop Trouble	
• Mean Time to Repair - CO Trouble	
• % Out of Service > 2, 4, 12 or 24 Hours	
• % Cleared within 24 Hours	
• % Repeat Reports w/in 30 days	
• % Final Trunk Blockage	
• % Subsequent Trouble Reports	
• % CPE Troubles	
• % No Trouble Found	
• % No Access	

Services:	POTS	Specials	Trunks
Retail	<i>Local Services that are not designed including</i> <ul style="list-style-type: none"> • Basic Res. & Bus. Dial Tone services • Features (Call Waiting, Call Forwarding, 3 Way Calling, TT, • Analog Centrex • Non-Designed PBX • Basic Rate ISDN 	<i>All Designed services or services where no Office Equipment is required including:</i> <ul style="list-style-type: none"> • Foreign Exchange Services • Digital Centrex • Private Lines • Alarm Circuits • Hi-Cap Services 	<i>Switch Side trunks carrying traffic between end offices or between end offices and land offices</i> <ul style="list-style-type: none"> • Feature Group D - EXC trunks (for provisioning) • All Final trunks (for maintenance)
Resale	Same as Retail	Same as Retail	NA
UNE	<i>Unbundled elements used as part of a local service or in combination by TC to create local service including:</i> <ul style="list-style-type: none"> • Local loops • Analog switch pans • NIDs • House & Riser 	<i>Designed Unbundled elements used as part of a designed service or in combination by TC to create designed service including:</i> <ul style="list-style-type: none"> • Hi-Cap loop (DS1 or DS3) 	NA
Interconnection	NA	NA	<i>Switch Side trunks carrying traffic between NYNEX (end offices or tandem) offices to Switch including:</i> <ul style="list-style-type: none"> • cage to cage

1a. Provisioning -Missed Installation Appointments: Parity Based Credits

Missed Installation Appointments POTS Services Dispatched	Additional Rebates Per Line:
BA rate + 1.0%	\$15
BA rate + 1.5%	\$17
BA rate + 2.0%	\$20
BA rate + 2.5%	\$25
BA rate + 3.0%	\$30
BA rate + 3.5%	\$35
BA rate + 4.0%	\$40
BA rate + 4.5%	\$45
BA rate + 5.0%	\$50
BA rate + 5.5%	\$55
BA rate + 6.0%	\$65

Missed Installation Appointments POTS Service - No Dispatch	Additional Rebates Per Line:
BA rate + To Be Determined	15
BA rate + To Be Determined	17
BA rate + To Be Determined	20
BA rate + To Be Determined	25
BA rate + To Be Determined	30
BA rate + To Be Determined	35
BA rate + To Be Determined	40
BA rate + To Be Determined	45
BA rate + To Be Determined	50
BA rate + To Be Determined	55
BA rate + To Be Determined	65

Missed Installation Appointments Special Services	Additional Rebates Per Line:
BA rate + 1.0%	15
BA rate + 1.5%	17
BA rate + 2.0%	20
BA rate + 2.5%	25
BA rate + 3.0%	30
BA rate + 3.5%	35
BA rate + 4.0%	40
BA rate + 4.5%	45
BA rate + 5.0%	50
BA rate + 5.5%	55
BA rate + 6.0%	65

1b. Provisioning - % Completed Within 5 Bur. Days: Parity Based Credits

% Complete Within 5 Bus. Days POTS Services Dispatched	Additional Rebates Per Line:
BA rate - 1.0%	\$15
BA rate - 2.0%	\$17
BA rate - 3.0%	\$20
BA rate - 4.0%	\$25
BA rate - 5.0%	\$30
BA rate - 6.0%	\$35
BA rate - 7.0%	\$40
BA rate - 8.0%	\$45
BA rate - 9.0%	\$50
BA rate - 10.0%	\$55
BA rate - 11.0%	\$65

% Complete Within 5 Bus. Days POTS Services Non Dispatch	Additional Rebates Per Line:
BA rate - To Be Determined	\$15
BA rate - To Be Determined	\$17
BA rate - To Be Determined	\$20
BA rate - To Be Determined	\$25
BA rate - To Be Determined	\$30
BA rate - To Be Determined	\$35
BA rate - To Be Determined	\$40
BA rate - To Be Determined	\$45
BA rate - To Be Determined	\$50
BA rate - To Be Determined	\$55
BA rate - To Be Determined	\$65

1c. Provisioning - % Installation Troubles Within 30 Days: Parity Based Credits

POT [®] Services	
BA rate + 1.0%	\$15
BA rate + 1.5%	\$17
BA rate + 2.0%	\$20
BA rate + 2.5%	\$25
BA rate + 3.0%	\$30
BA rate + 3.5%	\$35
BA rate + 4.0%	\$40
BA rate + 4.5%	\$45
BA rate + 5.0%	\$50
BA rate + 5.5%	\$55
BA rate + 6.0%	\$65

% Install Troubles Within 30 Days Special Services	Additional Rebates Per Una:
BA rate + 1.0%	\$15
BA rate + 1.5%	\$17
BA rate + 2.0%	\$20
BA rate + 2.5%	\$25
BA rate + 3.0%	\$30
BA rate + 3.5%	\$35
BA rate + 4.0%	\$40
BA rate + 4.5%	\$45
BA rate + 5.0%	\$50
BA rate + 5.5%	\$55
BA rate + 6.0%	\$65

2a. Maintenance - Out of Service > 24 Hrs.: Panty Based Credits

% Out of Service > 24 Hrs. POTS Services	Additional Rebates Per Line:
BA rate + 1.5%	\$15
BA rate + 2.5%	\$17
BA rate + 3.5%	\$20
BA rate + 4.5%	\$25
BA rate + 5.5%	\$30
BA rate + 6.5%	\$35
BA rate + 7.5%	\$40
BA rate + 8.5%	\$45
BA rate + 9.5%	\$50
BA rate + 10.5%	\$55
BA rate + 11.5%	\$65

% Out of Service > 24 Hrs. Special Services	Additional Rebates Per Line:
BA rate + 1.5%	\$15
BA rate + 2.5%	\$17
BA rate + 3.5%	\$20
BA rate + 4.5%	\$25
BA rate + 5.5 %	\$30
BA rate + 6.5%	\$35
BA rate + 7.5%	\$40
BA rate + 8.5%	\$45
BA rate + 9.5%	\$50
BA rate + 10.5%	\$55
BA rate + 11.5%	\$65

2b. Maintenance - % Repeater Within 30 Days: Parity Based Credits

% Repeaters Within 30 Days POTS Services	Additional Rebates Per Line:
BA rate + 1.0%	\$15
BA rate + 1.5%	\$17
BA rate + 2.0%	\$20
BA rate + 2.5%	\$25
BA rate + 3.0%	\$30
BA rate + 3.5%	\$35
BA rate + 4.0%	\$40
BA rate + 4.5%	\$45
BA rate + 5.0%	\$50
BA rate + 5.5%	\$55
BA rate + 6.0%	\$65

% Repeaters Within 30 Days Special Services	Additional Rebates Per Line:
BA rate + 1.0%	15
BA rate + 1.5%	17
BA rate + 2.0%	20
BA rate + 2.5%	25
BA rate + 3.0%	30
BA rate + 3.5%	35
BA rate + 4.0%	40
BA rate + 4.5%	45
BA rate + 5.0%	50
BA rate + 5.5%	55
BA rate + 6.0%	65

The Key performance metrics are as follows:

1. Provisioning - Parity Based Credits:

a) Missed Installation Appointments: *Excluded are customer misses, including carrier misses, customer not ready, no access or other reasons where the customer or ANTC caused the miss.*

1) Resale:

- POTS Services - Dispatch
- POTS Services - No Dispatch

- Special Services - (Combined Dispatch and No Dispatch)

2) *Unbundled Network Elements:*

- POTS Services - Dispatch
- POTS Services - No Dispatch
- Special Services - (Combined Dispatch and No Dispatch)

b) **Completed within Intend Measure - % Completed within 5 (business) Days: (POTS type services)** *Excluded will be orders with service requested beyond the offered or standard interval or for which there was a customer missed appointment. Excludes orders with greater than 5 lines per order.*

1) *Resale:*

- POTS Services - Dispatch
- POTS Services - No Dispatch

2) *Unbundled Network Elements*

- POTS Services - Dispatch
- POTS Services - No Dispatch

c) **Provisioning Quality: % Installation Trouble within 30 days of Installation date: Included will be trouble reports on an installed line, where the trouble was found to be in the BELL ATLANTIC network (Disposition Codes 3 or 4 = Outside Plant, Disposition Code 5 = Central Office Equipment/Translation) Excluded are CPE troubles, and troubles closed due to lack of customer action)**

1) *Resale:*

- POTS Services
- Special Services

2) *Unbundled Network Elements*

- POTS Services
- Special Services

2. **Maintenance - Parity Based Credits:**

a) **Resale and UNE - Service Outage Duration - Out of Service Over 24 Hours. BELL ATLANTIC shall credit the ANTC the amounts set forth below. Excluded will be reports where access was required but not available during the first 24 hours**

1) *Resale:*

- POTS Services
- Special Services

2) *Unbundled Network Elements:*

- POTS Services
- Special Services

c) **Maintenance Quality: % Reputed Trouble Reports within 30 days of original report:** *Included will be trouble reports on a line, where the repeated trouble was found to be in the BELL ATLANTIC network (Disposition Codes 3 or 4 = Outside Plant, Disposition Code 5 = Central Office Equipment/Translation) Excluded are CPE troubles, and troubles closed due to lack of customer action)*

1) *Resale:*

- POTS Services
- Special Services

2) *Unbundled Network Elements:*

- POTS Services
- Special Services

For any credit or damages to apply the following are requirements of ANTC:

1) **New unbundled Link Orders:**

- ANI to ANTC number, verification successful from DEMARC by BELL ATLANTIC field technician
- All order information submitted by ANTC is valid (e.g., street address, end user LCON, Floor/unit number, cable pair assignment).
- Customer (end user) available at appointed date
- Orders completed IS submitted without cancellation after Order Confirmation

2) **New Resale Orders:**

- All order information submitted by ANTC is valid (e.g., street address, end user LCON, Floor/unit number, cable pair assignment).
- Customer (end user) available at appointed date.
- Orders completed IS submitted without cancellation after Order Confirmation

3) **Hot Cut Unbundled Link Orders:**

- Verifiable ANTC dial tone at POT bay testable by BELL ATLANTIC through appropriate tie cable pair as provided by ANTC on the Service request.
- Accurate account and end user information submitted on service request.
- Accurate tie cable pair and assignment provided by ANTC on service request.
- Orders completed as submitted without cancellation after Order confirmation

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